



City of Rockville
Rockville, Maryland

REQUEST FOR PROPOSAL # 06-22

ROCKVILLE COMMUNITY BRANDING INITIATIVE

Proposals Due by 2:00 P.M., January 10, 2022

ISSUED BY:
Procurement Division
City of Rockville, City Hall
111 Maryland Avenue
Rockville, Maryland 20850
Phone: (240) 314-8430
Fax: (240) 314-8439

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

MFD Outreach Program

It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged. Any questions regarding MFD outreach or questions/concerns regarding the City's bidding process should be addressed to Pat Ryan, pryan@rockvillemd.gov or 240-314-8434.



Statement of "No Proposal Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to: City of Rockville, 111 Maryland Ave. (Procurement Office), Rockville, MD. 20850 or fax to 240-314-8439.

I/WE HAVE DECLINED TO PROPOSE TO **RFP 06-22** titled **Rockville Community Branding Initiative** for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Proposal requirements too "restrictive".
	Insufficient time to respond to Request for Proposal.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

Are you a Minority, Female, or Disabled (MFD) business? _____ Yes _____ No

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ Email Address: _____

Authorized Signatory

Printed Name

Title

Date



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

REQUEST FOR PROPOSAL # 06-22

ROCKVILLE COMMUNITY BRANDING INITIATIVE

RECEIPT AND HANDLING OF PROPOSALS

Sealed proposals will be received electronically via a City designated bid/proposal receipt software solution until **2:00 p.m. EST on January 10, 2022**. The offeror assumes full responsibility for the timely delivery of a proposal via the designated solution. Proposals delivered in any other fashion will not be considered.

Submission of a proposal electronically is consent by the bidder to conduct any or all elements of the procurement by electronic means, in accordance with the terms of this request for proposals.

Proposals presented after the proposal receiving deadline will not be received for any reason. The official time clock for receiving proposals will be that of the City's computer server system, located at Rockville City Hall. In order to be considered, proposals must be received on or before 2:00 p.m. (Rockville Server Time). Therefore, a proposal submitted at 2:00 p.m. is acceptable, where a proposal received a fraction of a second after 2:00 p.m. (Rockville Server Time) is late and will not be accepted.

ATTENTION: OFFERORS ARE HEREBY NOTIFIED THAT ROCKVILLE SERVER TIME MAY DIFFER FROM THAT OF OTHER ELECTRONIC DEVICES, COMPUTER SOFTWARE AND COMPUTER HARDWARE THAT MAY BE USED TO ELECTRONICALLY SUBMIT THE PROPOSAL. OFFERORS ARE RESPONSIBLE FOR ALLOWING ADEQUATE TIME TO SUCCESSFULLY DELIVER THE PROPOSAL TO THE REQUIRED ELECTRONIC LOCATION BY THE REQUIRED TIME.

In accordance with Chapter 17 of the City's Procurement Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

REQUEST FOR PROPOSALS (RFP) DOCUMENTS

The RFP documents are available on the following:

1. Download the document from the City Web site at <https://www.rockvillemd.gov/bids.aspx>
2. E-maryland Marketplace <https://procurement.maryland.gov/>

PRE-PROPOSAL MEETING

A virtual, telepresence pre-proposal meeting will be held on **December 1, 2021 at 3:00 p.m. EST**. **Offerors must register below in order to attend the meeting**. This meeting is not mandatory; however, interested offerors are strongly encouraged to attend.

Register for Virtual Pre-Proposal Meeting Here: [REGISTER](#)

SUBMITTAL OF QUESTIONS

Technical and contractual questions pertaining to this RFP may be directed to **Jessica Lewis, Director of Procurement**, via e-mail at jjlewis@rockvillemd.gov no later than **5:00 p.m. EST on December 6, 2021**. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the requirements, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the address listed below:

<https://www.rockvillemd.gov/bids.aspx>

Please note, that it is the proposer's responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

PROJECT DESCRIPTION

The City of Rockville, Maryland is seeking a qualified firm with experience in quantitative and qualitative marketing research, message/positioning development, and municipal identity/branding including development of a brand value statement; logo development and associated graphic standards; and recommendations for brand rollout with an implementation plan that outlines budget and timeline.

The City brand will energize current residents and position the municipality as a desirable place to live, work and play. Key audiences include residents, people who work in the city, visitors and tourists. The brand will enhance general perception, as well as highlight the high-quality City services that are provided to residents. The brand will ideally connect residents to City government and promote an atmosphere of open dialogue, inclusivity, and community engagement.

The City of Rockville anticipates this project to be complete within eight months of the award being made.

Brand implementation and execution is a separate project that will require proposals to be submitted under a separate competitive bidding process.

AWARD

Award will be made to the qualified offeror obtaining the highest weighted score combining price and technical qualifications. Additional information regarding award criteria can be found within the Evaluation and Award Section of this document.

AGREEMENT

The successful offeror shall be required to complete a two-party standard form of agreement. A sample professional services agreement (Attachment C) is attached. The City reserves the right to make changes to the sample agreement, where no change to the agreement form by the successful offeror will be considered. By submitting an offer in response to this Request for Proposal (RFP), an offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and any subsequent Contract based on the aforementioned two-party standard form agreement. Part or all of this RFP and the successful proposal may be incorporated into any subsequent Contract.

NOTICE TO OFFERORS/PROPOSERS

“Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.” Bidders must supply with their bids their US Treasury Department Employer’s Identification Number as such number is shown on their Employer’s Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the state in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

EXPENSES ASSOCIATED WITH RESPONSE

The City of Rockville will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm’s capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

W-9 FORM REQUIRED

Successful respondents are required to complete and submit a W-9 Form. The W-9 form can be accessed at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>. It is the successful respondent’s responsibility to act upon this instruction for submitting a W-9 form. The City will not be able to process payments if this form is not completed and submitted to the Purchasing Division.

NO CONTACT POLICY

Unless otherwise stated, any contact with any City official, employee, agent, or other representative concerning this Request for Proposals other the assigned buyer or procurement representative is prohibited. Any such unauthorized contact may disqualify the proposer from this procurement.

CITY OF ROCKVILLE
RFP 06-22
SUBMITTAL CHECKLIST

_____ Responses shall be submitted electronically via the City’s designated bid/proposal receipt software solution no later than the due date and time as shown in this solicitation.
<http://www.rockvillemd.gov/bids.aspx>

_____ Complete and return the Execution of Offer (Attachment A) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

_____ Complete and return the enclosed Non-Conviction/Collusion Affidavit Form (Attachment B) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

_____ Provide a statement that the firm, if awarded the contract, shall execute the City of Rockville’s Standard Professional Services Agreement (Attachment C). **(This information should be provided in your letter of transmittal)**

_____ Provide a statement that the firm, if awarded the contract, shall meet all of the insurance requirements contained within this bid document. **(This information should be provided in your letter of transmittal)**

_____ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to:
<http://sdat.resiusa.org/UCC-Charter/Pages/CharterSearch/default.aspx>

_____ Check the City’s website for any addenda and acknowledge in Attachment A

Note: The City will no longer generate check payments to awarded vendors. Electronic payments will only be issued. If your company is selected, you shall be required to complete and submit an ACH application prior to award of a contract/purchase order. The ACH application can be downloaded from
<https://na3.docusign.net/Member/PowerFormSigning.aspx?PowerFormId=8868c030-9f7e-4b3e-88de-c89fbce65636&env=na3&acct=b56266c3-6d22-426a-8422-e01bcbb466ec&v=2>

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL



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**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

REQUEST FOR PROPOSAL # 06-22

ROCKVILLE COMMUNITY BRANDING INITIATIVE

I. PROJECT OVERVIEW

A. Intent.

The City of Rockville, Maryland is seeking a qualified firm with experience in quantitative and qualitative marketing research, message/positioning development, and municipal identity/branding including development of a brand value statement; logo development and associated graphic standards; and recommendations for brand rollout with an implementation plan that outlines budget and timeline.

The City brand will energize current residents and position the municipality as a desirable place to live, work and visit. Key audiences include residents, people who work in the city, visitors and tourists. The brand will enhance general perception, as well as highlight the high-quality City services that are provided to residents. The brand will ideally connect residents to City government and promote an atmosphere of open dialogue, inclusivity, and community engagement.

The City of Rockville anticipates this project to be complete within eight months of the award being made.

Brand implementation and execution is a separate project that will require proposals to be submitted under a separate competitive bidding process.

B. Objectives.

1. The City of Rockville requests proposals by qualified firms to research, create and develop an implementation plan for a community branding initiative for the City of Rockville. Responses to this RFP will provide information required to assess, evaluate and select a firm based on prior experience, qualification, methodology and approach, and work performed in similarly sized communities.
2. For the overall City branding, the brand should have a common message and image to audiences both within and outside of the City of Rockville that will market the city as a great place to live, work, shop and do business. The expectation is that marketing strategies for the overall City branding will include

partnerships and links to Rockville Economic Development, Inc. (REDI), Rockville Chamber of Commerce, and Peerless Rockville.

3. The brand should identify and promote what makes the City of Rockville distinct and appealing.
4. The overall brand must be flexible and adaptable in order to meet the needs of a variety of departments and municipal functions within the City. The brand must be flexible enough to grow and evolve along with changes in the community and market.
5. The brand must be authentic and resonate with community stakeholders and leadership in the City of Rockville and align with Rockville's commitment to inclusivity and diversity.

C. Background.

The City of Rockville is the county seat of Montgomery County, Maryland, located along the I-270 corridor approximately 12 miles northwest of Washington, DC. Rockville's 2017 population is approximately 68,000, with employment of approximately 77,000. City residents enjoy an excellent quality of life, with Rockville's low crime rates, high-quality schools, and a great park system. The City is frequently listed among the country's best places to live by such sources as Money Magazine, Livability.com, and Niche. Diversity is a feature of Rockville, with significant percentages of Hispanic, Asian-American, and African-American residents. Rockville's economy is also diverse, with key industries being life sciences, education, health, lodging, technology, and retail.

Rockville is home to major corporate headquarters, county government offices, the Circuit and District court buildings as well as the Rockville Campus of the Montgomery College (the largest of its three countywide campuses), numerous shopping centers, restaurants, and entertainment facilities.

In Summer 2009, the City of Rockville, Maryland launched a brand process with the goal of unifying the city's messaging and its look and feel. A logo, tagline, style guide and brand statement/messaging were developed. A couple of years later, the Mayor and Council voted to replace the logo on some of the city's communication with the city seal. The City of Rockville currently utilizes the logo and the seal for its communications. It is widely felt that it is time to refresh what is known as the "R" logo and the associated messaging with something more modern and inclusive.

D. Term of the Agreement.

The anticipated term of this contract shall be for one (1) year. The City reserves the right to extend the contract for four (4) additional one (1) year terms.

E. Minimum Requirements.

The proposer should specialize in project management, research, marketing and creative design as it relates to placemaking and development of a community brand.

To be eligible to respond to the RFP, the proposer must demonstrate significant experience with community and placemaking branding initiatives.

The proposer shall provide proof of the above minimum qualification by furnishing copies of letters, certificates, etc. (as applicable); which clearly document said qualifications. Failure to provide said documentation with your proposal shall be grounds for deeming your firm not qualified and removing the proposal from further consideration. This is a non-negotiable item.

F. Projected Project Timeline.

<u>DESCRIPTION</u>	<u>TARGET DATE</u>
RFP Issued	November 16, 2021
Virtual Pre-proposal meeting	December 1, 2021
Offeror’s technical questions due via email	December 6, 2021
Addendum to RFP issued, if required	December 10, 2021
Proposals due to the City	January 10, 2022
Contractor oral presentations, if required	Week of February 7, 2022
Contractor discussions/negotiations	Week of February 21, 2022
Contract Award	Week of March 7, 2022
Notice to Proceed	Week of March 21, 2022

The target dates provided are estimates and may be subject to change during the process.

G. Procurement Contact.

The sole point of contact at the City for purposes of this RFP, prior to award of any contract is Jessica Lewis.

Jessica Lewis, Director of Procurement
 City Hall – Procurement Division
 111 Maryland Avenue
 Rockville, MD. 20850
 Telephone: (240) 314-8432
 Email: jjlewis@rockvillemd.gov

H. Contract Administrator.

The designated contract administrator following contract award will be:

Marylou Berg, Assistant City Manager
 111 Maryland Avenue
 Rockville, MD. 20850
 Telephone: (240) 314-8105
 Email: mberg@rockvillemd.gov

II. SCOPE OF SERVICES

A. SCOPE

The contractor as project manager shall lead all aspects of the community marketing and branding initiative including the following:

1. Advisory to the Steering Committee (to be determined) – this team will be comprised of representatives from the City and the community. Meetings throughout the process will be required.
2. Research by the contractor shall be the basis for development of a brand concept, creative elements, messaging/positioning, and the overall brand initiative. Research must consider a wide variety of city stakeholders, including but not limited to community leaders, business owners, City staff, and a diverse group of residents who reflect the unique makeup and highly diverse backgrounds of those who live in/do business in Rockville. Research should include audience mapping. The contractor will create and implement a brand research plan, which will include qualitative and quantitative research with key points to identify the following:
 - a. The key elements of the City of Rockville.
 - b. Analysis of competitor marketing strategies.
 - c. Key performance indicators to determine if the branding effort is successful.

The contractor shall be expected to employ creative means of community engagement to ensure that the sample groups reflect the highly diverse background of those who live in Rockville.

3. The contractor shall develop strategic objectives that will better inform the City of Rockville on implementation, management, and ongoing promotion of the brand to include, but not be limited to the following:
 - a. Promotion of the use of the brand among City departments, especially the Department of Recreation and Parks.
 - b. Maintenance and consistency of brand image and messaging.
 - c. Recommendations of ways to articulate the brand; define markets and promotional avenues; and advise on strategies to better promote and create brand awareness.
 - d. Suggestions to promote the brand values via the everyday work of City departments.
 - e. Recommendations to promote consistent brand image across many cultures and languages.
4. The contractor shall develop creative elements that include design concepts, logos, messages, brand statement, tagline, color schemes, and other products to support the overall brand initiative, incorporating the traditional red, white and blue color palate, city flag, and City seal. A minimum of five (5) distinct

creative options must be presented for each brand, based on the results of the research. A final creative direction must be informed not only by the opinion of community leaders and City staff, but also be tested within the community for broad appeal and cultural sensitivity. The selected logo design will be delivered with a style manual and guidelines for use and the capability of use in the following (and other placements as suggested by the contractor):

- a. Logo guidelines and usage
 - b. Print and electronic advertising
 - c. Printed communications (brochures, newsletters, reports, etc.)
 - d. Digital communications (social media, email, etc.)
 - e. Television and video
 - f. Website
 - g. Media placement
 - h. Public relations
 - i. Events
 - j. Letterhead, memos, business cards
 - k. City vehicles
 - l. Wayfinding signage
 - m. Official government documents
 - n. Apparel and uniforms
5. The contractor shall develop an action plan for implementation the brand in sufficient detail to allow the Steering Committee to understand the approach and work plan. An Action Plan should include, but not be limited to the following:
- a. Estimated costs/budget associated with the implementation process.
 - b. Proposed timelines for development of creative elements.
 - c. Recommended positioning for logo and brand guidelines.
 - d. Plan to increase brand awareness among residents, local businesses and regional partners
 - e. Plan for internal change management to increase brand awareness and compliance among City staff and partner organizations
 - f. Brand identity maintenance plan and plan for future assessment of success for the brand initiative

Note: All rights to graphics and imagery as well as work products produced as a result of the work paid for as part of this project will become property of the City of Rockville in perpetuity.

III. GENERAL INSTRUCTIONS FOR PROPOSAL PREPARATION AND DELIVERY

A. Proposal Format.

To provide each Proposer an equal opportunity for consideration, adherence to a standardized proposal format is required. Individual, separate and complete proposals

must be submitted and must contain the following elements organized into sections, as deemed appropriate. Failure to adhere to this format may result in the disqualification of your proposal(s). Each proposal shall adhere to the order presented below:

1. Firm Qualifications and Experience – Section “A” (25 Points).

a. Table of Contents.

b. Letter of Transmittal. Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the proposer, including a brief description of your firm’s location, organization structure, and philosophy. The letter shall also include a statement that the firm, if awarded the contract, shall executed the City of Rockville’s Standard Professional Services Agreement and adhere to the City’s insurance requirements.

c. Firm Qualifications. Provide the City with a description of your firm and examples of your firm’s commitment to the services set forth in this RFP and/or other government clients in general, as well as, a statement of qualifications demonstrating a minimum of five (5) consecutive years of experience performing similar work. Please address the following:

- Summarize the organizational structure, ownership and size of your firm plus its date of organization and current principal place of business.
- Provide a list of all governmental entities for which your firm has previously provided equivalent services. (**Note: The City reserves the right to contact the customers referenced in these projects to verify the details provided in your proposal**)

d. Project Team Qualifications. This section must include a staffing plan, shown in organizational chart format, and the qualifications of the staff that you will assign to this account in the event your firm is selected. The staff organization chart should show personnel available to work on the project. At a minimum, this section should include:

- Name(s) of the designated manager(s)
- Responsibilities of all staff assigned to the account, as well as, staff size and availability.
- Complete resumes or description of all assigned managers and key staff including, but not limited to, education, professional experience, certifications/licenses, length of employment with your firm. Resumes are also to include any project experience with the City Rockville and a detailed description of the role each person would play on the City’s account if your firm is selected.
- Portfolios for all managers to include projects related to the tasks outlined in this proposal, which are similar in size and scope to the needs of the City of Rockville.

- Project manager(s) workload, and anticipated workload if awarded a contract.
 - Work samples of completed project(s) that is representative of the work required by the City.
- e. **Subcontractors.** Proposers must list sub-contractors that shall be used to accomplish the scope of services. If no sub-contractors are going to be used then please state this in this section.
- f. **Litigation.** Please list any past and/or pending litigation or disputes relating to the work described herein that you firm has been involved in within the last five (5) years. The list shall include each project name and nature of litigation.
- g. **Financial Information.** Provide an official letter from the proposer’s financial institution detailing the financial status of the proposer. The letter shall include contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your proposal response and offer. The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

2. **Similar Projects/References – Section “B” (30 Points).**

To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of five (5) references of similar size projects in similar circumstances with appropriate reference information, concentrating only on those projects completed within the last three (3) years or currently underway by the proposer’s firm, as follows:

- a. Client name, address, phone, fax number and email address;
- b. Description of all services provided;
- c. Performance period; and
- d. Total annual amount of contract.

Describe any significant or unique awards received or accomplishments made in previous, similar projects.

NOTE: Please do not include projects completed or currently underway with the City of Rockville. If your firm has done work with the City, you cannot provide that work as your only reference.

3. **Project Approach – Section “C” (30 Points).**

- a. State your firm’s technical approach to the project and the interpretation of the scope of services required.

- b. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
- c. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and key personnel committed to accomplish the task.
- d. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.
- e. Provide an estimated project timeline based on the elements of the scope of services to include involved personnel, hours required, and proposed completion time.

4. Cost Proposal– Section “D” (15 Points).

- a. Proposed fees for the project shall be provided as a not-to-exceed lump sum fee. Proposal fee shall be itemized based on the elements of the scope of services as defined in this RFP. Fees shall include all costs associated with the performance of the service specified, including overhead, labor, materials, profit, etc. The proposer is responsible for all travel and travel related expenses.
- b. The hourly rate of key personnel involved in the project.
- c. Proposed fees with a clear description of optional or additional services, and reimbursable costs not included in the original base fee.

5. Additional Information/Required Forms – Section “E”

Proposers shall include the following documents:

- a. Execution of Offer (Attachment A)
- b. Affidavit Form (Attachment B)

B. Delivery Requirements.

All proposal forms and documents as required by this RFP must be electronically filled out, signed (electronic signature is acceptable) and submitted **via one combined pdf document** using the hyperlink provided directly below. Two (2) separate electronic submittals shall be included to provide **one (1) original version and one (1) redacted version of your proposal:**

Submit Electronic Proposal Packet Here: [SUBMIT](#)

At a minimum the file name of the pdf document must contain the RFP Number, Offeror’s Name and Proposal Due Date.

IV. EVALUATION CRITERIA AND SELECTION PROCESS

A. Written Proposal Evaluation.

The Evaluation Committee will evaluate the written proposal based on the following criteria:



Evaluation Criteria		
Tab Assignment	Category	Maximum Points
A	Firm’s Qualifications and Experience	25
B	Similar Projects/References	30
C	Project Approach	30
D	Cost Proposal	15
MAXIMUM TOTAL POINTS		100

B. Presentations/Demonstrations/Interview Evaluation.

Presentations/Demonstrations/Interview Evaluation Evaluation Criteria	
Criteria	Maximum Points
Quality of presentation, ability to articulate relevant company experience, and ability to demonstrate overall understanding of the scope of work and the City’s needs	50
Ability to communicate project approach and technical concepts for providing solutions and support	50
MAXIMUM TOTAL POINTS	100

C. Determining Responsibility.

In conjunction with the weighted criteria being used to determine the capability of the proposal, the City may consider the proposer’s ability to meet or exceed the following criteria:

1. The proposer’s ability, capacity, and skill to perform the contract or provide the service within the time specified.
2. The quality of the performance of previous contracts or services including previous performance with the City;
3. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
4. Financial resources of the proposer to perform the contract or provide the service; and,
5. Whether the proposer is in arrears to the City on a debt or a contract; whether the proposer is in default on surety to the City; or whether the proposer’s taxes are delinquent.

D. Evaluation Committee.

The Evaluation Committee is comprised of qualified and recommended City staff members, professional advisors, or local government staff or officials. The Evaluation Committee shall consist of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The assigned buyer serves as the non-voting chair of the committee.

E. Initial Evaluation of Proposals.

Each proposal is initially evaluated by the Procurement Division to ensure each proposal meets the minimum criteria as set forth in the solicitation document. A proposal tabulation sheet of the essential items required by the solicitation shall be prepared by the buyer and presented to the Evaluation Committee for consideration and action. This process includes, but is not limited to the following:

1. The proposal was submitted by the deadline with all requested copies;
2. All documents requiring a signature have been signed and submitted; and,
3. Verification to ensure proper professional licenses or credentials, as required.

The City, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the proposer's response to this RFP.

F. Presentations/Demonstrations/Interviews.

Based on evaluation by the Evaluation Committee, the City may request that some or all proposers provide presentations/demonstrations to the Evaluation Committee and/or conduct interviews with the selected proposers regarding qualifications, ability to furnish the required services, and all criteria set forth herein. The Procurement Division will notify all proposers of the City's decision to request presentations/demonstrations and/or interviews, as applicable.

G. Best and Final Offer and Negotiations.

The City may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiations team will include, at a minimum, a member from the Procurement Division and a member(s) from the requesting Department. The City reserves the right to negotiate any and all elements of a contract resulting from this RFP.

H. Notice of Intent to Award.

The Procurement Division shall publicly post a Notice of Intent to Award on the City's website once an award decision is rendered.

(ATTACHMENT A)



**CITY OF ROCKVILLE
EXECUTION OF OFFER FORM**

RFP # 06-22

ROCKVILLE COMMUNITY BRANDING INITIATIVE

EXCEPTIONS

All exceptions taken to the Request for Proposal must be clearly indicated in the space provided below. Unless noted as an exception, the Contractor will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this Request for Proposal. It is hereby agreed that if this Request for Proposal is rejected due to an exception taken to a requirement by the offeror, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any portion of this Request for Proposal?

ADDENDA

Acknowledgment is hereby made of the following Addenda, if any, (identified by number) received since issuance of this bid:

EXECUTION

THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED (ELECTRONIC SIGNATURE IS ACCEPTABLE) IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE OFFEROR CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOPAL, ADDENDUMS, PROPOSAL, ANY AND ALL E-MAILS/LETTERS OF CLARIFICATION, BAFO AND CONTRACT.

**NAME OF OFFEROR/PROPOSER _____
RETURN THIS FORM WITH PROPOSAL**

(ATTACHMENT A - CONTINUED)

The proposal, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a proposal is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

For informational purposes only – *Is your company certified as a Minority, Female, or Disabled (MFD) business: _____ yes _____ no _____ I choose not to respond*

IF AN INDIVIDUAL:

NAME: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

_____ (SEAL) _____
Signature Date

_____ Print Signature

WITNESS: _____

Signature

_____ Print Signature

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

BY: _____ (SEAL) _____
Signature Date

_____ Print Signature

NAME OF OFFEROR/PROPOSER _____
RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)

TITLE: _____ WITNESS: _____

Signature

Print Signature

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box

City

State

Zip Code

Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____

Signature

Date

Print Signature

TITLE: _____ WITNESS: _____

Secretary's Signature

Print Signature

REMITTANCE ADDRESS (if different than above)

Street and/or P.O. Box

City

State

Zip Code

NOTE: Firms must use their FULL LEGAL name. Generally, a corporation's name must end with a suffix indicating the corporate status of that business (i.e., Inc., Co., Corp., etc.). Individuals or corporations may indicate trade names with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. Failure to use your FULL LEGAL name may be cause for rejection of the proposal.

NAME OF OFFEROR/PROPOSER _____
RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)

CONTACT FOR ADMINISTRATION

NAME: _____

TELEPHONE: _____

EMAIL: _____

PAYMENT REMITTANCE ADDRESS

NAME OF OFFEROR/PROPOSER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT B)
A F F I D A V I T

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of

_____ whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16

of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title _____ Date _____

NAME OF OFFEROR/PROPOSER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT C)
SAMPLE FORM – DO NOT RETURN



Contract No. RFP **XX-XX**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this *[insert day]* day of *[insert month]* by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "**CITY**", and *[insert contractor's full legal name]*, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH

WHEREAS, the City desires the Contractor to provide *[insert description]*.

WHEREAS, the City desires to employ the services of the Contractor in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. **SCOPE OF WORK.** The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in *[insert RFP no. and description]*, to include *[list all addenda]*, hereto attached and made a part hereof and identified as Exhibit "A" and in the CONTRACTOR'S proposal dated *[insert date]*, hereto attached and made a part hereof and identified as Exhibit "B", and in the CONTRACTOR'S best and final offer (BAFO) dated *[insert date]* hereto attached and made part hereof and identified as Exhibit "C". In the event any terms of the attached exhibits conflict with this Agreement, this Agreement shall prevail over the aforementioned exhibits. In the event the terms of any of the exhibits conflict with each other, then Exhibit "C" shall prevail over both Exhibits "B" and "A". In the event the terms of Exhibit "B" conflict with Exhibit "A", then Exhibit "A" shall prevail over Exhibit "B". In the event of a conflict in the terms contained in the documents in Exhibit "C", the terms of the most recently dated document shall prevail.

The Contractor shall perform the services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and; (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to ensure that such services being performed under this

(ATTACHMENT C)
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Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. REVIEW BY CITY. The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

3. OWNERSHIP RIGHTS. All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or its subcontractors shall become the property of the City.

4. EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

5. INDEMNIFICATION. The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

6. TIME OF ESSENCE. The Contractor acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service.

7. CONTRACT TERM. This Agreement shall be effective upon execution of the contract and shall continue through June 30, 2021, with two (2) one year renewal options, subject to the annual review

(ATTACHMENT C)
SAMPLE FORM – DO NOT RETURN

of the Chief Financial Officer, the satisfactory performance of the Offeror, the concurrence of the Rockville City Council and the annual availability of an appropriation.

8. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. If the Agreement is terminated by the

City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed prior to the effective date of such termination.

9. **TERMINATION FOR CAUSE.** If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of competent jurisdiction.

10. **COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with Federal, State, County and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

11. **SUBCONTRACTS.** None of the services covered by this Agreement shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage as required by the City in Exhibit "A" for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

12. **ASSIGNMENT.** The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

13. **INSURANCE.** The Contractor shall carry insurance with limits as required in Exhibit "A" by the City and shall provide to the City a certificate evidencing the same.

14. **CONFLICTS OF INTEREST.** The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the

(ATTACHMENT C)
SAMPLE FORM – DO NOT RETURN

performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance

with Section 17-174 of the City's Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

16. GOVERNING LAW. This Agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

17. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

18. INDEPENDENT CONTRACTOR. The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.

19. COMPENSATION. The Contractor shall provide to the City the services described in the amount not to exceed *[insert dollar amount in words]* dollars (*[\$insert dollar amount in numbers]*). In the event the labor hours and expenses exceed this amount the Contractor shall complete the tasks with no additional compensation.

20. INVOICING. Invoices for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All invoices shall be submitted to the City of Rockville, Attn: Kimberly Francisco, Finance, 111 Maryland Avenue, Rockville, MD 20850-2364.

21. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

22. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the said (See Note A) and *[insert contractor's full legal name]* COUNCIL have caused these presents to be signed and sealed.

[insert contractor's full legal name]

(ATTACHMENT C)
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Signature: _____ (Seal)
(Either owner or partner)

Printed Name: _____

Title: _____

Witness Signature: _____

Printed Name: _____

Title: _____

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By: _____ Date: _____
City Manager

ATTEST

By: _____ Date: _____
City Clerk/Director of Council Operations

Approved as to form and legality:

_____ Date: _____
City Attorney

NOTE (A): The CONTRACTOR shall enter the exact legal name of the business. An individual trading as a company shall enter: John Doe dba Doe Masonry Company.

(ATTACHMENT D)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN



CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the offeror's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.
2. **SEVERABILITY** If one or more provisions of any subsequent agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
3. **PREPARATION** All bids are to be submitted electronically, in a pdf format file, via a City designated bid receipt software solution. File name of the pdf document must contain the RFP Number, Offeror's Name and the Proposal Due Date.

Conditional bids/proposals and bids/proposals containing escalator clauses will not be accepted. Bids/proposals must be signed (electronic signature is acceptable) by an individual authorized to bind the bidder.

4. **LATE BIDS/PROPOSALS** It is the offeror's responsibility to assure delivery of the proposal at the proper time via the designated electronic, software solution. Proposals delivered in any other fashion will not be considered.
5. **PROPOSAL AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
6. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder/proposer to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's/proposer's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

7. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

Bids shall be valid for a minimum of 120 days following the deadline for submitting offers. Bids may not be withdrawn during that period. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to the Purchasing Agent of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.

8. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.
9. **BID/PROPOSAL WITHDRAWAL** Proposals may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified.
10. **MISTAKES** Bidders/proposer's are expected to be thoroughly familiar with all solicitation documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder/proposer shall carefully and thoroughly examine these documents for completeness. No claim of any bidder/proposer will be allowed on the basis that these documents are incomplete.
11. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:

<http://www.rockvillemd.gov/documentcenter/view/74>

12. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.

13. **PUBLICITY** Contractor agrees that it shall not publicize any subsequent agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the City of Rockville's name in connection with any sales promotion or publicity event without the prior express written approval of the City.
14. **INTEREST IN MORE THAN ONE BID/PROPOSAL AND COLLUSION** **Multiple proposals uploaded/received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected.** Reasonable grounds for believing that a offeror is interested in more than one proposal for a solicitation both as a offeror and as a subcontractor for another offeror, will result in rejection of all proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more offerors submitting a proposal for the work. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
15. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.
16. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses.
17. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager), 111 Maryland Avenue, Rockville, MD 20850 or via email to the project manager.

18. **ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:

<http://www.rockvillemd.gov/index.aspx?nid=234>

19. **PAYMENT TO SUBCONTRACTOR** Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.
20. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.
21. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the RFP document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.
22. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Procurement Division. The submission of a bid/proposal shall be prima facie evidence that bidder/proposer thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
23. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
24. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

25. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked proposer, if default occurs within the initial contract period and the second ranked proposer agrees to hold its proposal price, or the work may be purchased

on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.

- 26. TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.
- 27. ABANDONMENT, DISSOLUTION AND RESTRUCTURING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City of Rockville as soon as possible but not later than thirty (30) days from date of change.
- 28. CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

- 29. EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

- 30. GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

- 31. RIGHT TO AUDIT** At any time during the term of any subsequent agreement and for a period of four (4) years thereafter the City of Rockville or duly authorized audit representative of the City, at its expense and at reasonable times, reserves the right to incrementally audit Contractor's records. In the event such an audit by the City reveals any errors/overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
- 32. DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.
- 33. LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
- 34. SUBCONTRACTING** When allowed, proposers who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted; 2) all subcontractor names, addresses and telephone numbers; and 3) the nature and extent of the work utilized during the life of the contract.
- This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.
- 35. RESERVATIONS** The City reserves the right to add or delete any item(s) from the proposal in whole or in part at the City's discretion without affecting the proposal prices for any item or remaining work.
- The City may waive minor differences in specifications in proposals provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.
- 36. AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

- 37. INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.
- 38. NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.
- 39. PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.
- 40. RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.
- 41. PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

- 42. MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

- 43. ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the

City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

- 44. BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.
- 45. EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements

may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

- 46. LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
- 47. IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment

or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

48. **ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.
49. **EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.
50. **OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.
51. **NON-DISCLOSURE** Contractor and the City of Rockville acknowledge that they or their employees may, in the performance of any subsequent agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Contractor or the City unless required by law.
52. **COOPERATIVE PROCUREMENT** The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this solicitation to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities. The City assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this solicitation.

(ATTACHMENT E)**INSURANCE REQUIREMENTS**

Prior to execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary. The Contractor must electronically submit to the Procurement Division a certificate of insurance prior to the start of any work.

In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

Policy Cancellation

No change, cancellation or non-renewal shall be made in any insurance coverage without thirty (30) days written notice to the City's Procurement Division. The Contractor shall electronically furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of

on-site work activities until a new certificate is furnished.

Additional Insured

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under the contract. Additionally, the Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

Subcontractors

If applicable, all subcontractors shall meet the requirements of this section before commencing work. In addition, the Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Example:
Certificate Holder
The Mayor and Council of Rockville
City Hall
111 Maryland Avenue
Rockville, MD. 20850